

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PUBLIC WORKS

**PROJECT MANUAL:
PRINTING AND MAILING SERVICES
OF
WATER / SEWER BILLS
*INVITATION FOR BID ##12-64***

Bid Opening Date: April 20, 2012 at 10:30 a.m.

APRIL 2012

Setti D. Warren, Mayor

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

April 17, 2012

ADDENDUM #1

INVITATION FOR BID #12-64

PRINTING & MAILING SERVICES OF WATER/SEWER BILLS

THIS ADDENDUM IS TO: Answer the following Questions:

Q1. After reviewing the RFP I noticed it states the bidder must have worked successfully with a bank's lock box service, as well as Tyler Technologies-MINIS software. Our experience we have with both however It hasn't been for two years. Will that exclude us from the opportunity to bid. We currently print and work with many other government entities and have the capability and experience to successfully do the job.

A1. As stipulated on page 11 of the project manual, "The bidder MUST have a demonstrated ability to work successfully with the Century Bank Lock Box Services, as well as output from MUNIS/Tyler Technologies software for a period of two (2) years." This requirement is non-negotiable.

Q2. Does the City require that mail be dropped at a USPS facility in Massachusetts, or would a vendor be allowed to drop mail at a USPS facility outside of the Massachusetts area. {For example, if chosen for the project, we would drop in Spokane, WA?

A2. As stipulated, on page 10 of the project manual, "The Successful Bidder MUST be able to process and mail the bills within one (1) day of receipt of the electronic billing file provided by the City, to assure that residents receive the invoices by the issue date identified on the bill, which is legally mandated under Massachusetts General Laws." This requirement is non-negotiable.

Q3. Is the City currently outsourcing these projects? If so, is the City happy with its current vendor? Also, if applicable, is current contract pricing available?

A3. The City is currently outsourcing the printing and mailing of our water and sewer bills. The current initial one year contract has been extended twice with the current vendor, Fast Mailing of South Easton, Massachusetts. Current pricing from Fast Mailing is as follows:

| Item # | Form or Service | Estimated Quantity | Cost |
|--------|--|--------------------|--------|
| 1 | #10 White Window Envelopes – Outbound (Supply and Printing of) | 102,000 | \$0.02 |
| 2 | #9 White Envelopes – Inbound (Supply and Printing of) | 314,000 | \$0.02 |
| 3 | Data processing | 72 | \$0 |
| 4 | Printing of WATER/SEWER Bills | 102,000 | \$0.05 |
| 5 | Folding of WATER/SEWER Bills | 102,000 | \$0.01 |
| 6 | Stuffing of #9 Envelope into bills | 102,000 | \$0.01 |
| 7 | Folding of Informational Flyers | 102,000 | \$0.01 |
| 8 | Stuffing of Informational Flyers | 102,000 | \$0 |
| 9 | Postal Preparation | 102,000 | \$0 |
| 10 | Delivery to Post Office | 72 | \$0 |

Q4. Form specs:

1. #10 envelopes: are these printed in black ink on the face only, white stock, no inside tint?
2. #9 envelopes: are these printed in black ink on the face and back, white stock, no inside tint, no window?
3. Sewer Bills
 1. is it correct that there are 2 types – a Water/Sewer Bill and a Service Bill?
 2. Do any of the sewer bills have perforations?
 3. Is the additional color block highlighting critical information something that needs to be printed on the fly, or will this be preprinted? What does the City call these bills with the color block?
 4. Is any of the variable printing in color?
 5. Do any of the bills have printing on the back? If so, is it just one color, and is there any variable information printing on the back, or would it all be static?

A4. 4.1.) Yes; 4.2.) Yes, but the following is printed on the back, “THIS ENVELOPE FOR PAYMENT ONLY PLEASE ADDRESS CORRESPONDENCE TO APPROPRIATE CITY DEPARTMENT”; 4.3.1.) Yes; 4.3.2.) Yes – bottom third; 4.3.3.) These are regular bills with highlighted special notices which would be printed on every bill for the specified bill run; 4.3.4.) See the response to item 4.3.3; 4.3.5.) No, there is no printing on the back of bills.

Q5. Would it be possible to have hard-copy samples mailed to us at the following address?

Attn: Jennifer

The Master’s Touch, LLC

1405 N Ash St

Spokane, WA 99201-2805

A5. Water Sewer Bill Samples are provided on pages 15-19 of the Project Manual.

Q6. Will the possible supplemental inserts be printed static, or will there be variable information printed on these? Would the County be interested in having these inserts printed by the selected vendor?

A6. Supplemental inserts vary depending on the need in any given billing cycle. These inserts will be printed by the city and be provided to the vendor who is responsible for picking up and stuffing of the informational flyers within five business days of notification by the water and sewer billing office.

Q7. For clarification what are the exact volumes for the water/sewer bills that have the yellow and green highlight blocks? I would need to know the approximate volumes for each.

A7. Approximately 24,000 per quarterly cycle.

Q8. What was the cost to Newton for this RFQ in 2010-11?

A8. See response under Q3.

Q9. Who was your previous vendor in 2010-11?

A9. See response under Q3.

Q10. Is the "YELLOW" and "GREEN" static or variable on forms?

A10. See the response to item 4.3.3

Q11. In reference to MUNIS/Tyler Technologies -- will the vendor be considered if they have years of experience in system software integration -- but does not have 2 years of service specific to MUNIX/Tyler technologies?

A11. No.

Q12. In reference to Page 11 of IFB - "if the vendor is unable to furnish the materials and or services as ordered by the City, the vendor shall be obligated to obtain these materials and services from another vendor and will invoice the City as price specified." -- Does a vendor we have the opportunity to provide Newton alternative "reliable" solutions.

A12. No.

Q13. What are the specifications for the Century Bank Lock Box services?

A13. The City does not have this information on hand. Please contact Century Bank directly regarding lock box service specifications.

Q14. Is the City currently outsourcing the printing and mailing of its water / sewer bills? If so, to which vendor?

A14. Yes, see response to Q3.

Q15. Is a bid tabulation from the previous bid or is general contract pricing available for the expiring contract?

A15. Yes, see response to Q3.

All other terms and conditions of this bid remain unchanged.

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.

Thank you.

Purchasing Department

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID No. #12-64

The City of Newton invites sealed bids from Contractors for

PRINTING AND MAILING SERVICES OF WATER / SEWER BILLS

Bids will be received until: **10:30 a.m., April 20, 2012**
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at www.newtonma.gov/bids or for pickup at the Purchasing Department after **10:00 a.m., April 5, 2012.**

Bid Surety is not required for this project.

Bids will be subject to the requirements of M.G.L. Chapter 30B.

Award will be made to the bidder with the lowest total contract price that is deemed responsible and responsive.

Contract Term shall **extend from July 1, 2012 through June 30, 2013** with the option, at the City's sole discretion, to extend for two (2) additional one (1) year terms with no change to the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate. A termination due to non-appropriation or withdrawal of funds shall be effective as of the last day of the fiscal year in which such non-appropriation or decision to withdraw funding occurred, or as of the date when such appropriated and authorized funds are exhausted or withdrawn, whichever is later, without liability to the City for damages, penalties or other charges on account of such termination. In the event of a termination due to non-appropriation or withdrawal of funds, services will be paid for up to the effective date of termination.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

City of Newton

Maryann LaRosee
Purchasing Department

April 5, 2012

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and/or become familiar with local conditions will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received Friday, April 13, 2012 at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.ci.newton.ma.us/bids
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #12-64**.

ARTICLE 3 – DELETED

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Any quantities indicated on the Bid Form or elsewhere in the Project Manual are estimates only and are given solely as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the proposal.

- 4.4 Deleted
- 4.5 The Bid, including the bid security shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR:
 - * NAME OF PROJECT AND INVITATION NUMBER
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

ARTICLE 5 - DELETED

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn within sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 Bidders must on the Bid Form supply a price in accordance with the specifications contained herein.**
- 7.3 The City of Newton will award a contract to the lowest responsive and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.4 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.5 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.6 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #12-64

- A. The undersigned proposes to supply and deliver the materials and/or equipment and/or supplies specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

Printing and Mailing Services of WATER / SEWER Bills

for the contract price(s) specified below, subject to additions and deductions according to the terms of the specifications.

- B. This bid includes addendum: ____, ____, ____, ____, ____

- C. The Bidder proposes to furnish all labor, materials, equipment, and services specified at the following price(s):

| Item # | Form or Service | Estimated Quantity | Unit Cost | Total Annual Cost |
|--------|--|--------------------|-----------------------------|-------------------|
| 1 | #10 White Window Envelopes -Outbound (Supply & Printing of) | 102,000 | | |
| 2 | #9 White Envelopes - Inbound (Supply & Printing of) | 102,000 | | |
| 3 | Data Processing | 72 | | |
| 4 | Printing of WATER / SEWER Bills | 102,000 | | |
| 5 | Additional color block within Water/Sewer bill highlighting as needed critical information | 51,000 | | |
| 6 | Folding/Stuffing of WATER / SEWER Bills | 102,000 | | |
| 7 | Stuffing of #9 Envelope into bills | 102,000 | | |
| 8 | Folding of Informational Flyers | 102,000 | | |
| 9 | Stuffing of Informational Flyers | 102,000 | | |
| 10 | Postal Preparation | 102,000 | | |
| 11 | Delivery to Post Office | 72 | | |
| | | | TOTAL CONTRACT PRICE | \$ |

The undersigned agrees that it has all the experience, knowledge, and certificates of the following requirements:

- ☐ Lock Box Services
- ☐ 2 yrs. Munis or Tyler Technology
- ☐ CASS Certification
- ☐ NCOA Software

COMPANY: _____

- D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days

- E. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualifications and References Form, 1 page
☐ Signed Bid Form, 2 pages
☐ Copy of the CASS Certification, demonstrating USPS discounts for bulk mailings.

- F. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone)

/ _____
(FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CITY OF NEWTON
PURCHASING DEPARTMENT
SPECIFICATIONS FOR
PRINTING AND MAILING SERVICES OF WATER / SEWER BILLS

The City of Newton, Massachusetts, through its Water-Sewer Division of the Public Works Department, is seeking bids of vendors for the purpose of printing, folding, stuffing and mailing municipal water-sewer bills.

Contract Term shall **extend from July 1, 2012 through June 30, 2013** with the option, at the City's sole discretion, to extend for two (2) additional one (1) year terms with no change to the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate. A termination due to non-appropriation or withdrawal of funds shall be effective as of the last day of the fiscal year in which such non-appropriation or decision to withdraw funding occurred, or as of the date when such appropriated and authorized funds are exhausted or withdrawn, whichever is later, without liability to the City for damages, penalties or other charges on account of such termination. In the event of a termination due to non-appropriation or withdrawal of funds, services will be paid for up to the effective date of termination.

The City of Newton currently mails approximately 25,000 Water-Sewer bills four times a year, for a total of 100,000 bills annually. The City sends out its Water-Sewer bills quarterly on an ongoing schedule, processing and billing sections of the City every few days, for a total of five (5) separate billings per month (usually) comprising approximately 8,500 bills per month.

The City seeks to contract with a vendor capable of converting raw data files into finished invoices that are mail-ready.

The City shall provide an estimated payment for postage, quarterly in advance, to be reconciled on a separate invoice from invoices for service under this contract. Every attempt must be made to use the lowest postage rate available.

The City of Newton prohibits the Successful Bidder from distributing the data received as a result of this bid to a third party without prior written permission of the City.

REQUIREMENTS:

The Successful Bidder MUST have worked successfully with a bank's lock box services, as well as output from MUNIS/Tyler Technologies software for a period of two (2) years. The successful vendor will ensure full compatibility with Century Bank Lock Box Services in regards to scanning, posting, print positions and all other aspects. The Successful Bidder must convert the data on this file into actual Water-Sewer bills.

All forms design shall be included in the bid price. The Bidder is responsible for producing forms which are fully compatible with the requirements for bill scanning services by Century Bank. The Successful Bidder shall produce draft billings for review and approval by the City and Century Bank to ensure full compatibility and accuracy for the initial billing formatting and setup, and any future changes in bill format and/or information. For example: Water-Sewer rates listed on bills need to be updated at least annually. The Successful Bidder shall be responsible to ensure accurate bill processing and scanning by both City equipment and Century Bank, as bills can be paid at Newton City Hall and payments processed through the Lock Box at Century Bank. The current format of the Water-Sewer bills is an 8 1/2 x 11" form with laser-cut perforations. The City will not be responsible for any outdated stock due to changes in operations, regulatory changes or personnel changes. The City will give at least a 30-calendar day notice of any changes, unless otherwise forced to by higher authority, to the successful Bidder.

The Vendor **MUST** be able to accept the City's billing information via an FTP process

The Successful Bidder **MUST** be able to process and mail the bills within one (1) day of receipt of the electronic billing file provided by the City, to assure that residents receive the invoices by the issue date identified on the bill, which is legally mandated under Massachusetts General Laws .

The Successful Bidder MUST utilize NCOA software, which allows for appropriate discounts from USPS. In addition, the successful bidder MUST demonstrate CASS certification from USPS. All bidders MUST provide documentation of CASS certification, as identified in Paragraph D of the Bid Form.

The Bidder MUST have a demonstrated ability to work successfully with the Century Bank Lock Box Services, as well as output from MUNIS/Tyler Technologies software for a period of two (2) years.

Bidders are required to complete and submit the Bidders Qualifications and References Form with their bid and provide a copy of the CASS Certification, demonstrating USPS discounts for bulk mailings.

If the vendor is unable to furnish these materials and/or services as ordered by the City, the vendor shall be obligated to obtain these materials and/or services from another vendor and will invoice the City at the price specified in the contract with the City.

SCOPE OF SERVICES:

The City produces all Water-Sewer billing through MUNIS software, owned by Tyler Technologies, and provides a file to the successful vendor via FTP protocol. The Vendor MUST be able to accept the City's billing information via an FTP process. The successful bidder will be responsible for contacting the Computer Center in Falmouth, Maine, for Scan Line requirements, file layouts, any file conversions or any other task required to complete the job. The forms shall be of high quality OCR bond, and must comply with "BANKTEC" equipment specifications. The bills must contain an OCR-A scan line compatible with BANKTEC equipment. The file provided by the City is a print spool file. The bills must also be fully compatible with the requirements for Lock Box services of the Century Bank. The City of Newton is utilizing Century Bank for Lock Box Services.

Frequently, the City includes informational flyers and inserts, including "buck slips" (1/3 of a page) and full page information. The successful Bidder MUST be able to fold and stuff into the outgoing bills. If any additional piece causes increased service/labor costs and/or postage, the City MUST be informed of the cost and must approve the cost at least one (1) business day in advance of processing. The successful Bidder must pick up flyers for mailing from Newton City Hall, within 5 business days of notification by the Water-Sewer Billing Office.

The bills will be processed as below, with appropriate enclosures; sealed, stamped, sorted and mailed in accordance with applicable Postal regulations. As a minimum, the following procedures will apply:

The City will be open to any innovations that the successful vendor may provide to improve the presentation of the City's bills, with no change to the contract price.

ALL PAPER FOR THE CITY OF NEWTON MUST BE RECYCLED PAPER. The paper must be made of 30% post consumer recycle content.

| |
|-------------------|
| ENVELOPES: |
|-------------------|

To be provided by the Vendor - SAMPLES ENCLOSED

The Successful Bidder shall provide and warehouse all envelopes. Flyers will be provided by the City but warehoused by the successful bidder. Successful bidder shall also maintain inventory records of all inventory warehoused for the City of Newton.

#9 White, Printed - black ink, & Bar Coded courtesy reply envelope must be provided with a mailing address of:

CITY OF NEWTON
P.O. BOX 9137
NEWTON, MA 02460-9137 (Century Bank post office box).

Zip Code bar coding must be printed on the bottom right of each envelope, in order to allow timely payments to Century Bank for bill payment processing and posting for the City. These envelopes will be inserted into the billing for return payment.

#10 White, Window, Printed - black ink, envelopes to be used to mail out the WATER / SEWER bills shall have the following return address with CITY SEAL, per attached SAMPLE:

CITY OF NEWTON
PUBLIC WORKS DEPARTMENT
UTILITIES DIVISION
1000 COMMONWEALTH AVENUE
NEWTON CENTRE, MASSACHUSETTS 02459-1449

Form samples are enclosed with this project manual.

The Director of Administration for Public Works must approve, in writing, final design before actual form printing begins.

Form design may occasionally require two color printing for water/sewer bills to highlight as needed critical information. Estimated 2,500 service bills will be generated annually with a required color block to highlight that the bill is different than the water/sewer bill.

DATA PROCESSING:

The City seeks to contract with a vendor capable of converting raw data files into finished invoices that are mail-ready.

PRINTING OF WATER / SEWER BILLS:

1. Print the bills from an electronic file in the approved format. The forms shall be of high quality OCR bond, and must comply with "BANKTEC" equipment specifications. The bills must contain an OCR-A scan line compatible with BANKTEC equipment. The file provided by the City is a print spool file. The bills must also be fully compatible with the requirements for Lock Box services of the Century Bank. The City of Newton is utilizing Century Bank for Lock Box Services.

FOLDING AND STUFFING OF WATER / SEWER BILLS:

Fold bills. **No fold allowed within the area reserved for OCR reading.** The bill must reflect the correct bar coding (FIM) on the "coupon"/perforated return stub on the lower third of the bill, which appears in the envelope window as the mailing address. Quoted price must also include cost of stuffing water/sewer bills into #10 White Window envelope.

STUFFING OF #9 ENVELOPE INTO BILLS:

Insert bill and the #9 Return envelope into the #10 White Window envelope. Ensure that the address and bar code can clearly be seen for proper processing by the USPS, and additional material (0, 1 or 2 pieces as additional inserts), as necessary.

FOLDING OF INFORMATIONAL FLYERS:

The City will produce and provide the vendor with a one page informational flyer it will want mailed out with the Water/Sewer Bills. The majority of flyers will be on 20# paper.

The Successful Bidder shall be required to pick up inserts, unless otherwise specified, at Newton City Hall, 1000 Commonwealth Ave., Newton MA.

Flyers are generally provided with each quarterly billing.

The Successful Bidder shall be required to fold the insert so that it fits neatly within the Water / Sewer bill and #9 Return Envelope.

The City shall pay the same Unit Price per additional flyer(s), up to a maximum 3 total flyers.

STUFFING OF INFORMATIONAL FLYERS:

The Successful Bidder shall insert the flyer(s) into the #10 White Window envelope along with the Water/Sewer Bill and #9 Return envelope.

| |
|----------------------------|
| POSTAL PREPARATION: |
|----------------------------|

Seal and apply proper metered postage (First Class Presort; if less than 500 pieces, First Class).

Sort and mark by ZIP Code and/or other criteria as required by Postal Regulations, ensuring that the City pay the lowest price possible for this type of mailing.

Prepare applicable Postal forms. Mail bills by the bill issue date.

| |
|---------------------------------|
| DELIVERY TO POST OFFICE: |
|---------------------------------|

Deliver the bills to the proper USPO.

Provide an affidavit to City indicating when material was brought to post office (“Postage Statement – First Class Mail and Priority Mail”, Form 3600-R1).

END OF SECTION

SAMPLES

Water Sewer Bill Samples:

- 1) Standard black and white water/sewer bill
- 2) Yellow block section highlighting as needed critical information
- 3) Service Bill with green header
- 4) #9 White Return Envelope - Printed & Bar Coded
- 5) #10 White Window Envelope - Printed



CITY OF NEWTON WATER AND SEWER DIVISION, PUBLIC WORKS

BILL NUMBER 62049739

WATER/SEWER BILLVISIT OUR WEBSITE AT
http://WWW.NEWTONMA.GOV 1275

| | | | | |
|--|--|-----------------------|---------------------|--|
| MAILING ADDRESS | | ACCOUNT NUMBER | BILLING DATE | FOR BILLING INQUIRIES, ADDRESS CHANGES AND SALE OF PROPERTY CALL (617) 796-1040 FOR METER REPAIRS CALL (617) 796-1040 PAYMENT QUESTIONS: CALL TREASURER'S OFFICE AT (617) 796-1330 TERMS: CHARGES WILL BE CONSIDERED DELINQUENT IF NOT PAID BY THE DUE DATE (30 days) SHOWN TO THE LEFT. Past due balances may be subject to interest charges at 6% per annum. |
| ZEGARELLI KATHY COPY WATER/SEWER BILLING DEPARTMENT 1000 COMMONWEALTH AVE NEWTON CENTRE MA 02459-1449 | | 060-07661-000-01 | 05-Dec-11 | |
| | | METER NUMBER | DUE DATE | |
| | | 31283711 | 05-Jan-12 | |

| | | |
|--------------------------------------|--|------------------------------|
| BILLING ACTIVITY FOR | | (820040002300) 246 DUDLEY RD |
| PRIOR BALANCE | | \$0.00 |
| INTEREST CHARGES | | \$0.00 |
| CURRENT CHARGES FOR BILL DATE | | 05-Dec-11 |
| WATER | | \$0.00 |
| SEWER | | |
| STORMWATER | | |
| LESS ELDERLY D DISCOUNT | | 0 |
| LESS ELDERLY W DISCOUNT | | 0 |
| TOTAL CURRENT CHARGES | | \$0.00 |
| PLEASE PAY TOTAL AMOUNT DUE | | \$0.00 |

| CONSUMPTION | WATER | SEWER | COMBINED |
|--------------|--------|---------|----------|
| 0 to 20 HCF | \$5.42 | \$7.96 | \$13.38 |
| 21 to 70 HCF | \$6.50 | \$9.55 | \$16.05 |
| > 70 HCF | \$7.80 | \$11.46 | \$19.26 |

RIGHT TO DISPUTE YOUR WATER/SEWER BILL: If for any reason you believe your water bill is in error, first read your meter and include the read in your letter of dispute, in writing, explaining what you believe the error to be, and include a contact phone number. Disputes must be mailed to the Water Sewer Billing Office, 1000 Comm. Ave., Newton MA 02459. While in dispute, owner is still responsible for FULL PAYMENT OF THE BILL by due date to avoid interest charges.

| CURRENT CONSUMPTION | | CONSUMPTION HISTORY | | USAGE ON METER |
|---|---------|---------------------|-------------|----------------|
| READING DATE | READING | READ TYPE | CONSUMPTION | REMOVED |
| 29-Nov-11 | 7360 | A | 0 | 0 |
| 07-Sep-11 | 7360 | | | |
| USAGE | | | | |
| Hundred Cubic Feet | | | 0 | |
| 1 HCF (Hundred Cubic Feet) = 7.50 Gallons | | | | |

A = Actual Reading
E = Estimate
C = Adjusted Reading

PAY THIS BILL ONLINE @ WWW.NEWTONMA.GOV INSTEAD OF your personal online bank. It's safe, easy, and secure.

| BILLING DATE | ACCT # |
|--------------|------------------|
| 05-Dec-11 | 060-07661-000-01 |



CITY OF NEWTON
P.O. BOX 9137
NEWTON, MASSACHUSETTS 02460-9137

| | |
|--------------------|-----------|
| DUE DATE | 05-Jan-12 |
| BILL # | 62049739 |
| TOTAL DUE | \$0.00 |
| AMOUNT PAID | \$ |

In order to insure that your account is credited properly: Please return the bottom portion of this statement, include your BILL NUMBER on your check, and make it payable to: City Of Newton.

*****AUTO**5-DIGIT 02459

|||||01160420123620497396000000000000|||
 ZEGARELLI KATHY COPY
 WATER/SEWER BILLING DEPARTMENT
 1000 COMMONWEALTH AVE
 NEWTON CENTRE MA 02459-1449

01416042012362049739600000000000



CITY OF NEWTON WATER AND SEWER DIVISION, PUBLIC WORKS

BILL NUMBER 62049739

WATER/SEWER BILL

VISIT OUR WEBSITE AT
http://WWW.NEWTONMA.GOV 1275

| | | | | |
|--|--|-----------------------|---------------------|---|
| MAILING ADDRESS | | ACCOUNT NUMBER | BILLING DATE | FOR BILLING INQUIRIES, ADDRESS CHANGES AND SALE OF PROPERTY CALL (617) 796-1040 FOR METER REPAIRS CALL (617) 796-1640 PAYMENT QUESTIONS: CALL TREASURER'S OFFICE AT (617) 796-1330 TERMS: CHARGES WILL BE CONSIDERED DELINQUENT IF NOT PAID BY THE DUE DATE (30 days) SHOWN TO THE LEFT. Past due balances may be subject to interest charges at 6% per annum. |
| ZEGARELLI KATHY COPY WATER/SEWER BILLING DEPARTMENT 1000 COMMONWEALTH AVE NEWTON CENTRE MA 02459-1449 | | 060-07661-000-01 | 05-Dec-11 | |
| | | METER NUMBER | DUE DATE | |
| | | 31283711 | 05-Jan-12 | |

| | |
|--------------------------------------|--------------------------------|
| BILLING ACTIVITY FOR | (820040002300) 246 DUDLEY RD |
| PRIOR BALANCE | \$0.00 |
| INTEREST CHARGES | \$0.00 |
| CURRENT CHARGES FOR BILL DATE | 05-Dec-11 |
| WATER | \$0.00 |
| SEWER | |
| STORMWATER | |
| LESS ELDERLY O DISCOUNT | 0 |
| LESS ELDERLY W DISCOUNT | 0 |
| TOTAL CURRENT CHARGES | \$0.00 |
| PLEASE PAY TOTAL AMOUNT DUE | \$0.00 |

| CONSUMPTION | WATER | SEWER | COMBINED |
|--------------|--------|---------|----------|
| 0 to 20 HCF | \$5.42 | \$7.96 | \$13.38 |
| 21 to 70 HCF | \$6.50 | \$9.55 | \$16.05 |
| > 70 HCF | \$7.80 | \$11.46 | \$19.26 |

RIGHT TO DISPUTE YOUR WATER/SEWER BILL: If for any reason you believe your water bill is in error, first read your meter and include the read in your letter of dispute, in writing, explaining what you believe the error to be, and include a contact phone number. Disputes must be mailed to the Water Sewer Billing Office, 1000 Comm. Ave., Newton MA 02459. While in dispute, owner is still responsible for FULL PAYMENT OF THE BILL by due date to avoid interest charges.

| CURRENT CONSUMPTION | | CONSUMPTION HISTORY | | USAGE ON METER | A = Actual Reading E = Estimate C = Adjusted Reading |
|--|---------|---------------------|-------------|----------------|--|
| READING DATE | READING | READ TYPE | CONSUMPTION | REMOVED | |
| 29-Nov-11 | 7360 | A | 0 | 0 | |
| 07-Sep-11 | 7360 | | | | |
| USAGE | | | | | |
| Hundred Cubic Feet | 0 | | | | |
| 1 HCF (Hundred Cubic Feet) = 750 Gallons | | | | | |

PAY THIS BILL ONLINE @ WWW.NEWTONMA.GOV INSTEAD OF your personal online bank. It's safe, easy, and secure.

| BILLING DATE | ACCT # |
|--------------|------------------|
| 05-Dec-11 | 060-07661-000-01 |



CITY OF NEWTON
P.O. BOX 9137
NEWTON, MASSACHUSETTS 02460-9137

| | |
|--------------------|-----------|
| DUE DATE | 05-Jan-12 |
| BILL # | 62049739 |
| TOTAL DUE | \$0.00 |
| AMOUNT PAID | \$ |

In order to insure that your account is credited properly: Please return the bottom portion of this statement, include your BILL NUMBER on your check, and make it payable to: City Of Newton.

*****AUTO**5-DIGIT 02459



ZEGARELLI KATHY COPY
WATER/SEWER BILLING DEPARTMENT
1000 COMMONWEALTH AVE
NEWTON CENTRE MA 02459-1449

01416042012362049739600000000000



CITY OF NEWTON WATER AND SEWER DIVISION, PUBLIC WORKS

BILL NUMBER 60093328

SERVICE BILL

VISIT OUR WEBSITE AT
http://WWW.NEWTONMA.GOV 55

| MAILING ADDRESS | ACCOUNT NUMBER | BILLING DATE |
|---|------------------|--------------|
| ZEGARELLI KATHY WATER/SEWER BILLING DEPARTMENT 1000 COMMONWEALTH AVE NEWTON CENTRE MA 02459-1449 | 102-17308-000-01 | 10-Jun-10 |
| | METER NUMBER | DUE DATE |
| | | 12-Jul-10 |

FOR BILLING INQUIRIES, ADDRESS
CHANGES AND SALE OF PROPERTY
CALL (617) 796-1040

FOR SERVICE CALL (617) 796-1640

PAYMENT QUESTIONS:CALL
TREASURER'S OFFICE AT (617) 796-1330

| BILLING ACTIVITY FOR | (110200000100) 191 PEARL ST |
|-------------------------------|-----------------------------|
| PRIOR BALANCE | 0.00 |
| INTEREST CHARGES | 0.00 |
| CURRENT CHARGES FOR BILL DATE | 10-Jun-10 |
| SERVICE DESCRIPTION | |
| BACK FLOW | |
| TOTAL CURRENT CHARGES | 90.00 |
| PLEASE PAY TOTAL AMOUNT DUE | 90.00 |

TERMS: CHARGES WILL BE
CONSIDERED DELINQUENT IF NOT
PAID BY THE DUE DATE (30 days)
SHOWN TO THE LEFT.Past due balances may be subject to
interest charges at 6% per annum.

This service bill represents any work performed by the City of Newton Water-Sewer staff, to maintain or replace materials and service lines, including backflow testing as required by state law. According to City Ordinances, the homeowner is responsible for maintaining all equipment, meters, pipes, and fixtures in good working order, and shall pay for all charges related to such service. Only City service staff can perform these repairs and maintenance work.

PAY THIS BILL ONLINE @ WWW.NEWTONMA.GOV INSTEAD OF your personal online bank. It's safe, easy, and secure.

*****THIS IS A SERVICE BILL FOR THE MONTH OF MARCH*****

06-14-10P04:25 RCVD

| BILLING DATE | ACCT # |
|--------------|------------------|
| 10-Jun-10 | 102-17308-000-01 |

CITY OF NEWTON
P.O. BOX 9137
NEWTON, MASSACHUSETTS 02460-9137

| | |
|-------------|-----------|
| DUE DATE | 12-Jul-10 |
| BILL # | 60093328 |
| TOTAL DUE | 90.00 |
| AMOUNT PAID | \$ |

In order to insure that your account is credited properly: Please return the bottom portion of this statement, include your BILL NUMBER on your check, and make it payable to: City Of Newton.

ZEGARELLI KATHY
WATER/SEWER BILLING DEPARTMENT
1000 COMMONWEALTH AVE
NEWTON CENTRE MA 02459-1449

01416042010760093328700000090001

THIS ENVELOPE FOR PAYMENT ONLY
PLEASE ADDRESS CORRESPONDENCE
TO APPROPRIATE CITY DEPARTMENT



CITY OF NEWTON
P.O. BOX 9137
NEWTON, MA 02460-9137





CITY OF NEWTON
PUBLIC WORKS DEPARTMENT
WATER/SEWER DIVISION
1000 COMMONWEALTH AVENUE
NEWTON CENTRE, MASSACHUSETTS 02459-1449

END OF SECTION

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Twelve by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

PRINTING & MAILING SERVICES OF WATER / SEWER BILLS

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid # #12-64 issued by the Purchasing Department;
- c. The Project Manual for **Printing and Mailing Services of WATER / SEWER Bills** including the Specifications;
- d. Addenda Number(s) _____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.
- g. This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** Contract Term shall **extend from July 1, 2012 through June 30, 2013** with the option, at the City's sole discretion, to extend for two (2) additional one (1) year terms with no change to the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate. A termination due to non-appropriation or withdrawal of funds shall be effective as of the last day of the fiscal year in which such non-appropriation or decision to withdraw funding occurred, or as of the date when such appropriated and authorized funds are exhausted or withdrawn, whichever is later, without liability to the City for damages, penalties or other charges on account of such termination. In the event of a termination due to non-appropriation or withdrawal of funds, services will be paid for up to the effective date of termination.
- VI. PAYMENT FOR WORK PERFORMED.** The Contractor shall submit invoices following each mailing in accordance with the unit prices as stated in the Contractor's Bid. The City will pay a single cost for all services. With the exception of reimbursing for actual postage used in the performance of services, the City will not pay any extra fees. In the event the City calls upon the Contractor to perform back-up services, such services will be invoiced at the same unit price applicable to this contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice, subject to verification and acceptance of the invoice amount.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XIV. AMENDMENTS TO THIS CONTRACT. This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____

Print Name _____

Title _____

Date _____

Affix Corporate Seal Here

City funds in the amount of \$ _____
are available in account number
27A401L1-5342

I further certify that the Mayor, or his designee,
is authorized to execute contracts and approve
change orders.

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer

Date _____

By _____
Commissioner of Public Works

Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____
Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE
SEAL HERE*
(Signature of **Clerk or Secretary**)*

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CERTIFICATION REGARDING LOCAL TAXES

The undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor has paid all local taxes, fees, assessments, betterments, or any other municipal charge, unless the Contractor has a pending abatement application or has entered into a payment agreement with the City of Newton collector-treasurer.

*Signature of Individual
or Corporate Contractor (Mandatory)

** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number will be furnished to the City of Newton Treasurer-Collector to determine whether you have paid all local taxes or fees to the City. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.